

## Remote and Electronic Deposit Services Agreement

The "Service" or "Services" described in this Agreement include eDepositPlus and Mobile Deposit. In this Agreement, the words "you" or "your" mean a user of any of the Remote and/or Electronic Deposit Services (the "Service" or "Services"). The words "credit union" or "Alliant" mean Alliant Credit Union. The Alliant Membership and Account Agreement, including the Electronic Funds Transfer Policy and the Funds Availability Policy, are hereby incorporated into and made a part of this Agreement. In the event of a discrepancy between this Agreement and the Alliant Account Agreement and Disclosures, the Alliant Account Agreement will control.

### Terms and Conditions for Use of Services

You understand that by accepting this Agreement, you authorize Alliant to deposit the items submitted to Alliant using the Services into your Alliant accounts, including savings accounts, supplemental savings accounts, or checking accounts ("Account" or "Accounts"). You agree that your use of the Services constitutes your acceptance of the Terms and Conditions of this Agreement, and that Alliant may change the Terms and Conditions of this Agreement by notifying you of such change in writing, and that your use of any of the Services after such notification shall constitute acceptance of the change. You agree that Alliant, at its sole discretion, has the right to limit, suspend, terminate or revoke your use of the Services for any reason, including without limitation: a) suspected or actual fraud; b) for any action deemed by Alliant to be an abuse of the Services; c) the deposit of returned or "bad" checks; d) failure to provide documentation, including original copies of checks, to Alliant within the required timeline; or e) failure to comply with any provision of this Agreement or the Alliant Account Agreement and Disclosures.

You agree to use the Services only for their lawful intended purposes, and in compliance with all applicable laws and regulations. You shall only use the Services to deposit legitimate negotiable instruments to which you are a holder in due course. You agree to hold Alliant harmless from any damages, liabilities, costs, expenses, attorneys' fees, or other costs resulting in your unlawful use of the Services, or arising from any act that is a violation of this Agreement. This indemnity will survive the termination of your Account, use of the Services, or this Agreement. You further agree that Alliant is not responsible for any direct, indirect, punitive, consequential, or any other damages, special or otherwise, that result from an act that is in violation of this Agreement.

Alliant may perform regular maintenance on our equipment or systems and this may result in an interruption of services or errors. Also, we may need to change the scope of our Services from time to time. While we will attempt to provide prior notice of such interruptions and changes, we cannot guarantee that such notice will be provided.

You agree that all items deposited using the Services shall be fully negotiable, accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer, and endorsed by you, including your signature and account number. For checks deposited using Mobile Deposit, members must use a "restricted endorsement" signifying a mobile deposit. Members must sign their name and add "Alliant CU Mobile Deposit Only" immediately below the signature line. Checks deposited electronically that do not include a restricted endorsement may not be accepted for deposit. Once a check has been deposited and accepted electronically, it may not be deposited to another financial institution. Mobile deposits that do not bear a restricted endorsement and are later deposited at another institution will be returned and subject to a return deposit fee as stated in the Fee Schedule. The image of the check transmitted to Alliant must accurately and legibly provide, among other things, the following information: a) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and b) other information placed on the

check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

The types of items that can be deposited remotely include: a) personal checks; b) business checks; c) cashier's checks; d) money orders; e) government checks; f) certified checks; g) teller's checks, and h) traveler's checks.

The image of an item transmitted to us using the Service must be legible. If the images transmitted to us do not comply with our systems' requirements for content and/or format, we may, in our sole discretion: a) further transmit the item in the form received from you; b) repair or attempt to repair the item or data and then further transmit it; c) process the item as a photocopy in lieu of the original; or d) return the item to you unprocessed and charge back your account with the applicable fee. The individual item dollar limits and per-day dollar limits are:

- \$50,000 per deposit
- \$50,000 per business day
- \$250,000 per 30 rolling calendar days

You agree that Alliant, at its sole discretion, reserves the right to accept or reject any item submitted using the Services for deposit into your accounts, and that the acceptance of any item will be provisionally deposited into your account. You understand that the availability of your funds is determined by Alliant's Funds Availability Policy, which can be found in the Account Agreement and Disclosures, and that funds deposited to your Account may not be immediately available based on Alliant's policies. You also agree to indemnify Alliant from any loss the credit union suffers because of its acceptance of the item. Alliant is not liable for any service or late charges against you because of Alliant's rejection of any item you deposited using the Services, and you agree to be responsible for any loss or overdraft or other applicable fees charged to your Account, as described in the Alliant Account Agreement and Disclosures and the current Fee Schedule, due to an item being returned.

If an item deposited using the Services is returned as unpaid funds, resulting in a negative Account balance, you agree to correct the negative balance within ten (10) calendar days from the date that the Account became negative and/or when the item(s) should have been received, whichever is earlier. If the negative balance is not corrected within the time allowed, you agree that Alliant may take immediate collection actions against you or your Accounts, including transferring funds from another Alliant Account of which you are an owner. You further agree that if the negative Account balance is not rectified within sixty (60) calendar days from the date the Account became negative, the Account may be closed, charged off as a loss to Alliant, forwarded to a collection agency for continued collection efforts, and reported to a consumer reporting agency.

By using the Services, you agree to that you will not deposit the items listed below, and any attempt to do so will result in: a) the immediate reversal of the deposit(s) to your account; b) a possible negative Account balance; c) the assessment of any related fees as determined by the Account Agreement and Disclosures and the Alliant Fee Schedule; and d) may result in Alliant limiting, suspending or revoking your use of the Services. You agree that Alliant reserves the right to revise this list at any time without notice.

Unacceptable items for deposit using the Services include:

- Item(s) deposited through an ATM or at a Shared Branch.
- Check(s) drawn on your Alliant Account bearing the same account number. Deposits of this nature will result in the immediate revocation of this service.
- Non-negotiable items.
- Altered check: Any check that contains evidence of a change, as determined by Alliant. This can include, but is not limited to, an item that appears to be "washed" or counterfeit.
- Foreign check: Any item that is not issued in U.S. funds (dollars).
- Savings bond(s).
- Incomplete check: An item that does not contain signature(s) of the maker, proper endorsement signature(s), and/or is missing any of the required keyed information.

- Stale dated check: A check with an issue date older than 6 months at the time of deposit, or one that expires within ten (10) business days of the deposit. You must get a replacement check from the maker before Alliant will accept such deposits.
- Post dated check: An item that contains a date in the future.
- Third party check: An item issued by an individual (first party) made payable to another person (second party) and then signed over to a third person (third party).
- Check made payable to a custodial and/or account governed by the Uniform Transfers to Minors Act.
- Check made payable to a living trust or to a trustee(s) of a living trust.
- Check to be deposited to an IRA.
- Check to be deposited to a Mortgage Share Account.

#### **Additional Terms and Conditions for using eDepositPlus**

You may deposit items up to your available daily limit into your Accounts remotely with eDepositPlus using your home computer and scanning equipment. You agree to retain your original check for 30 days after deposit before destroying the item, and to be responsible for the security of that item for that period of time.

#### **Additional Terms and Conditions for using Mobile Deposit**

You may deposit items up to your available daily limit into your Accounts remotely using your personal mobile or cellular device via Alliant's mobile banking application. Use of the application is subject to acceptance of the Alliant Mobile Deposit Disclosure. You agree to retain your original check for thirty (30) days after deposit before destroying the item, and to be responsible for the security of that item for that period of time.